

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TRUE VALUE COMPANY, L.L.C. *et al.*,

Debtors.¹

Chapter 11

Case No. 24-12337 (KBO)

(Jointly Administered)

Re D.I.: 796, 878, 905 & 1012

**LIMITED OBJECTION TO THE PLAN AND JOINDER OF
CCA FINANCIAL, LLC TO THE LIMITED OBJECTION AND
RESERVATION OF RIGHTS OF FIFTH THIRD BANK, N.A. AND
BANK OF MONTREAL TO THE SECOND AMENDED JOINT CHAPTER
11 PLAN OF TRUE VALUE COMPANY, L.L.C. AND ITS DEBTOR AFFILIATES**

CCA Financial, LLC (“CCA”), hereby files this limited objection (the “Objection”) to the Debtors’ *Second Amended Joint Chapter 11 Plan of True Value Company, L.L.C. and its Debtor Affiliates* [D.I. 796] (as modified, amended, or supplemented, the “Plan”) and joinder to the *Limited Objection and Reservation of Rights of Fifth Third Bank, N.A. and Bank of Montreal to the Second Amended Joint Chapter 11 Plan of True Value Company, L.L.C. and Its Debtor Affiliates* [D.I. 1012].

Objection and Joinder

1. CCA Financial is an equipment lessor similarly situated to Fifth Third Bank, N.A. and Bank of Montreal. Specifically, CCA was assigned TVA-020, TVA-021, TVA-022, and TVA-023 (collectively, the “CCA Leases”) from Huntington Bank.

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: True Value Company, L.L.C. (9896); TV Holdco II, L.L.C. (2272); TV TSLC, L.L.C. (7025); TV GPMC, L.L.C. (8136); True Value Retail, L.L.C. (7946); TrueValue.com Company, L.L.C. (6386); True Value Virginia, L.L.C. (9197); and Distributors Hardware, L.L.C. (8106). The address of the Debtors’ corporate headquarters is 8600 W. Bryn Mawr Ave. Chicago, IL 60631.

2. Like certain other equipment lessors, the Debtors always treated the CCA Leases as true leases. They even listed them for potential assumption and assignment, and Huntington Bank objected to the proposed cure amount. See D.I. 339 & 517.

3. However, at the last minute, the Debtors now seek to have the CCA Leases treated as financings instead of leases. The Debtors further argue that this Court permitted them to transfer CCA's equipment without any adequate protection or payment to CCA Financial.

4. The Court should not permit this gamesmanship.

5. CCA joins in and adopts as its own the arguments made in the Objection.

WHEREFORE, or the reasons set forth in the Objection, CCA respectfully requests that the Court deny the motion and grant such other relief as it deems just and proper.

Dated: April 8, 2025

ESBROOK P.C.

/s/ Scott J. Leonhardt

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